

J. Spangenberg



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: JRW Enterprises, Inc.

File: B-238236

Date: May 11, 1990

Thomas E. Abernathy IV, Esq., and E. Alan Arnold, Esq., Smith, Currie & Hancock, for the protester. Vasio Gianulias, Esq., Department of the Navy, for the agency. Katherine I. Riback, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of this decision.

DIGEST

A bidder's failure to sign its bid may be waived as a minor informality when the bid is accompanied by a document bearing the bidder's signature, since the signature demonstrates the bidder's intent to be bound by its bid.

DECISION

JRW Enterprises, Inc., protests the Navy's decision to accept the low bid submitted by Suffolk City Transit Line, Inc., under invitation for bids (IFB) No. N62470-89-B-2235 issued by the Norfolk Naval Shipyard, Portsmouth, Virginia, for shuttle bus services. JRW, the second-low bidder, contends that Suffolk's unsigned bid should have been rejected as nonresponsive.

We deny the protest.

Three bids were received and opened on January 3, 1990. Suffolk was the apparent low bidder at \$85,870 followed by JRW at \$97,497.75. At bid opening, it was discovered that Suffolk's bid was not signed.

Suffolk's bid envelope contained the standard form (SF) 33 and the representations and certifications form. Block 16 of the SF 33 contained the type-written name and title of the person authorized to sign the bid for Suffolk, Marie R. Duke, Manager. Block 17 (signature) and block 18 (offer date) were blank. The four amendments issued during the procurement were acknowledged in block 14.

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On the representations and certifications form that was submitted with the bid, the "Certificate of Independent Price Determination" (K.1.) contains a handprinted entry identifying as the authorized agent of the bidder, "Marie R. Duke, President." The "Requirement for Certificate of Procurement Integrity" (K.3.) of the representations and certifications form contains the type-written name and the signature of the person authorized to sign Suffolk's bid, the date and the hand-printed solicitation number. In section K.7. of the representations and certifications form, Suffolk extended its bid acceptance period to 90 calendar days with a hand-printed entry.

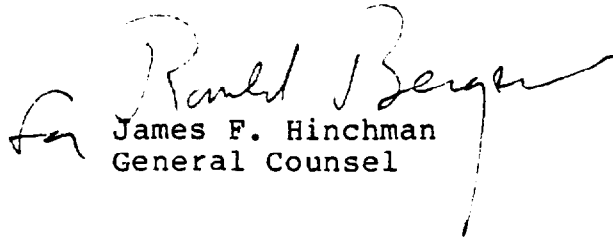
JRW asserts that because Suffolk's bid lacks the appropriate signature on the SF 33 it was not responsive. The agency contends that the bid was responsive because the bidder adequately demonstrated an intent to be bound by including the signed representations and certifications form in the bid envelope. Additionally, the agency notes that this document, included with the SF 33, refers to and clearly identifies the bid itself as required by Federal Acquisition Regulation (FAR) § 14.405(c)(1) (FAC 84-53) and that the bidder explicitly extended its bid acceptance period to 90 days from the 60 days set forth in the SF 33.

As a general rule, an unsigned bid must be rejected as nonresponsive because without an appropriate signature, the bidder would not be bound should the government accept the bid. Jennings Int'l Corp., 68 Comp. Gen. 79 (1988), 88-2 CPD ¶ 472. There is an exception to this general rule allowing for waiver of the failure to sign the bid as a minor informality when the bid is accompanied by other documentation signed by the bidder which clearly evidences the bidder's intent to be bound by the bid as submitted by referring to and identifying the bid itself. FAR § 14.405(c)(1); Wilton Corp., 64 Comp. Gen. 233 (1985), 85-1 CPD ¶ 128.

In our view, the signed representations and certifications form, which was included in the bid envelope with the unsigned bid, and which referred to and identified the bid, and contained the signature of an appropriate official, sufficiently demonstrated Suffolk's intent to be bound by its bid, and accordingly permits its acceptance. FAR § 14.405(c)(1); Wilton Corp., 64 Comp. Gen. 233, supra. We view a bidder's signature as the prime consideration for determining the bidder's intent to be bound; the fact that the signature appears in other than the usual location does not mean that the bidder is any less committed to the

provisions of the solicitation. See, e.g., Mountain Cascades, Inc., B-211460, July 14, 1983, 83-2 CPD ¶ 93 (where an unsigned bid was accepted because it accompanied a properly executed bid bond); Wilton Corp., 64 Comp. Gen. 233, supra (where an unsigned bid was accompanied by a signed amendment). Accordingly, we find that the Navy properly accepted the low bid.

The protest is denied.


James F. Hinchman
General Counsel